

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 06-193**

The Public Building Commission intends to enter into a contract and invites you to submit a sealed proposal for:

**COUNTY/CITY BUILDING
FOOD AND BEVERAGE OPERATION**

A pre-proposal conference will be held on **Tuesday June 13, 2006** at 3:00 P.M. outside the present area in the City/County building 555 South 10th Street

MEETING OR EXCEEDING THE BUILDING COMMISSION'S SPECIFICATIONS

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 Noon on **Wednesday, June 28, 2006**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened reading only the names of the firms submitting proposals not their enumerations.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Proposals may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective bidders must monitor the bid listing for any addendums.

**REQUEST FOR PROPOSALS
BUILDING COMMISSION
FOOD and BEVERAGE OPERATION**

1. BACKGROUND

- 1.1 The Public Building Commission is planning to enter into a contract for a deli/lounge area in the County/City building.
 - 1.1.1 This area is approximately 750 square feet.
 - 1.1.2 Additional space is provided for seating up to 30 people.
 - 1.1.2.1 Seating space is not part of the rent.
- 1.2 It is the desire of the Building Commission to enter into a multi-year (4 yr. minimum with option for renewal) contractual relationship with an individual or business to provide all food and beverage operations in this area.
- 1.3 This facility will be available as soon as possible
- 1.4 The food and beverage operator will be expected to provide a quality menu that contains items desired by the employees and the general public.
 - 1.4.1 The successful submitter may be required to submit a sampling of their proposed menu prior to award of contract.
 - 1.4.2 Generally speaking the type of food to be sold shall be delicatessen.
 - 1.4.3 Deep fryers, grills, ovens or stoves will not be allowed.
- 1.5 The area will be open for five (5) days a week.
 - 1.5.1 At a minimum it is expected to be open from 7:00 A.M. to 4:30 P.M. unless otherwise approved by Building Commission.
- 1.6 The first months of rent will be waived.
- 1.7 Future rents are dependant upon the proposal and services offered.

2. SCOPE OF SERVICES

- 2.1 All staffing, supplies and equipment will be the responsibility of the operator.
- 2.2 The operator and his/her employees will **not** be employees of the Building Commission.
- 2.3 The operator will be required to provide an adequate number of employees to serve the employees and public.
- 2.4 Employees must be clean and in a uniform.
- 2.5 In connection with the performance of this contract the successful contractor agrees not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status.
 - 2.5.1 In the employment of persons, the contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure the applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.
- 2.6 The operator will be expected to provide a high quality food and beverage service satisfactory to the public and to the Building Commission.
- 2.7 The Building Commission reserves the right to review and approve all menu items.
- 2.8 The operator shall provide all licensing required to vend or serve food and beverages.
- 2.9 The operator will be responsible for all cleaning of the food and beverage areas.
 - 2.9.1 The operator shall contract with a pest control company to service the food and beverage area on a regular schedule.
 - 2.9.2 Both the pest control company and the service must be approved by the Building Commission.
- 2.10 The operator must provide Liability Insurance coverage naming the Building Commission, City of Lincoln and Lancaster County as Additional Insured to the extent determined by the Risk Management Office.
 - 2.10.1 Such coverage will be incorporated into the contract provisions at the time of execution of the contract.
 - 2.10.2 The operator shall give full assurance of financial responsibilities for Workers Compensation benefits and damage by tort for liabilities that may be incurred in the performance of the activities inherent in this proposal and specified by contract provisions.
 - 2.10.3 Required insurance coverage shall reflect actual market conditions and shall

include forms usual to insuring restaurant operations.

- 2.11 The operator shall indemnify and save harmless the Building Commission from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the operator, any those directly or indirectly employed by the operator or anyone for whose acts the operator may be liable.
- 2.12 The operator will be required to pay all federal, state, and local taxes, including withholding taxes and fulfill other responsibilities of an independent contractor.
- 2.13 The operator will be required to allow the proper regulatory department to inspect the facilities at any time.
 - 2.13.1 No advance notice is required for an inspection.
- 2.14 The operator will be responsible for the removal of garbage and trash from the food and beverage area.
 - 2.14.1 A location and dumpster will be provided by the Building Commission.
- 2.15 The operator will be compensated through the revenues generated by the food and beverage business.
- 2.16 The operator shall operate under the provisions of the contractual agreement in such a manner as to conform with all ordinances of the City and County and the laws of the State of Nebraska, and shall give assistance to the City and County in seeking conformity with the ordinances of the City and County and laws of the State by public users.
- 2.17 The operator agrees to enforce all rules and regulations adopted by the Building Commission covering conduct of the public, services offered, procedures, and business practices in the use of property.

3. ITEMS SUPPLIED BY THE BUILDING COMMISSION

- 3.1 The Building Commission will provide all major maintenance at the site including maintenance of the heating and air conditioning units and painting.
- 3.2 The Building Commission will provide all exterior maintenance of the area.
 - 3.2.1 This does not include cleaning tables or litter around them.
- 3.3 The Building Commission will provide all utilities, except gas.
- 3.4 The Building Commission reserves the right to exercise general supervision and control over the area.

4. GENERAL TERMS

- 4.1 All signs shall be approved by the Building Commission before being posted.
 - 4.1.1 No exterior sign can be attached to the building.
- 4.2 No changes or modifications shall be made to any Building Commission property without prior written approval of the Building Commission.
- 4.3 **THE INITIAL TERM OF THE CONTRACT WILL BE FOUR (4) YEARS.**
 - 4.3.1 **Renewal options are negotiable.**

5. OTHER ITEMS TO BE PROVIDED BY THE SUCCESSFUL SUBMITTER

- 5.1 Provide all necessary equipment for the kitchen, food preparation, hand sink, grease trap and serving counter area with the exception of the table and chairs in the dining area.

6. EVALUATION PROCESS

- 6.1 Qualifications of the submitter **15 points**
 - 6.1.1 List the name, address, and phone number of the operator.
 - 6.1.2 Please list your experience in the operation of food and beverage business.
 - 6.1.2.1 This section of your proposal must be limited to 3 typed pages.
 - 6.1.3 Please provide 3 references, including addresses and phone numbers, of individuals who know of your skills and experience.
 - 6.1.4 Please provide 3 business references from institutions such as banks, creditors, or suppliers.
 - 6.1.4.1 Include current addresses, contact person and phone number.

- 6.2 **BUSINESS PLAN** **35 points**
- 6.2.1 Please submit an operational plan detailing the types of food available on a daily basis including anticipated menu and prices.
 - 6.2.2 Provide detailed descriptions of the type of service you would provide such as table service, window service (self-service), buffet, counter order or non-self serve buffet line etc.
 - 6.2.3 List your proposed number of manager/s and your general plan to serve the public.
 - 6.2.4 List manager/s experience and/or training in food service.
 - 6.2.5 List your expected sales volume (in dollars), inventory costs, overhead expenses and anticipated net revenue from the operation and management of the food and beverage service.
 - 6.2.6 List any other information which you feel will assist the Building Commission in making a contract award.
 - 6.2.7 Include such things as quality control methods, staff training, and employee safety.
 - 6.2.8 Include information on such items as table coverings if any, type of dinnerware and flatware available.
 - 6.2.9 Submit a sample menu with your proposal.
 - 6.2.9.1 The Building Commission reserves the right to review and approve all menu items and any changes to them.
 - 6.2.10 This section of your proposal must be limited to 5 typed pages.
- 6.3 **FEES** **30 points**
- 6.3.1 It is our desire to enter into a contractual agreement that contains the following items:
 - 6.3.1.1 Indicate on the proposal page the monthly rental fee that you would provide to the Building Commission in exchange for the exclusive rights to conduct the food and beverage business.
 - 6.3.1.2 Indicate on the proposal page the percent of gross sales that you would provide to the Building Commission in the following categories:
 - 6.3.1.3 Food and beverage sales,(DOES NOT INCLUDE ALCOHOL) and Vending machines at facility
 - 6.3.2 The successful submitter must be willing to enter into a formal contract containing these terms with the Building Commission within 90 days of the closing of this RFP.
 - 6.3.2.1 If 90 days is to long or short indicate time desired.
 - 6.3.3 The Building Commission reserves the right to reject any or all proposals deemed to be not in the best interest of the Building Commission.
- 6.4 **INTERVIEW BY THE SELECTION COMMITTEE** **20 points**
- 6.4.1 Successful candidates will be invited to be interviewed by the Building Commission at a designated time.
 - 6.4.2 The interview panel will consist of community leaders and professional department staff.

COMPANY NAME _____

**PROPOSAL
SPECIFICATION NO. 06-193**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, JUNE 28, 2006**

The undersigned submitter, having full knowledge of the requirements of the Building Commission for the below listed services and the contract documents (which include Request for Proposals, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to contract with the Building Commission for the below listed services for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

THE REQUIREMENTS FOR: FOOD AND BEVERAGE OPERATIONS

<u>ITEM</u>	<u>DESCRIPTION</u>
1.	Monthly Rental \$ _____
2.	Additional Value Added items not mentioned _____ _____

The undersigned signatory for the submitter represents and warrants that he has full and complete authority to submit this proposal to the Building Commission, and to enter into a contract if this proposal is accepted.

**NOTE:
RETURN 7 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF PROPOSAL ENVELOPE
SEALED PROPOSAL FOR SPEC. 06-193**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

E-MAIL ADDRESS

**INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
 - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

Whereas stated City or City of Lincoln, also refers to Building Commission and Lancaster County.